sold from the roof of the building located on the real estate lying immediately South thereof, and with the provision that said Ray E. Fowler will pay the special assessment on said property for alley paving in the block in which said real estate is situated, which paving is contructed in 1957, even though special assessment therefor has not yet been levied, and with provisions for furnishing warranty deed and merchantable abstract of title showing good, merchantable title free and clear of any liens or encumbrances, and possession, at which time said price of $6000.00 is payable, and with provision that the City of Winterset, Iowa, having been in possession of said premises as lessee, with rent of $50.00 per month, which has been paid at the end of each month, rent for said premises shall cease at the end of July, 1957, and,

WHEREAS, abstract of title to said premises has been furnished, which the City Attorney states is acceptable, and,

WHEREAS, contract on such terms appears to be proper and for the best interests of this City, and has been negotiated by the City Attorney in Behalf of the City of Winterset, Iowa, and should be approved,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Winterset, Iowa:

That agreement for the purchase of said real estate, on terms agreed upon by said Ray E. Fowler, with his wife joining, and by the City Attorney in Behalf of this City, be and the same is hereby approved, and that the City of Winterset, Iowa, purchase said real estate hereinbefore described on said terms, and with said provisions, and that the City of Winterset, Iowa, accept conveyance of said real estate on said terms and under said provisions, from said Ray E. Fowler and wife, by warranty deed or by warranty deed and separate instrument of easement or right as to said sanitary sewer line, and that upon delivery of such warranty deed, or such warranty deed and separate instrument of easement or right as to said sanitary sewer line, as the case may be, payment of said sum of $6000.00 shall be made to said Ray E. Fowler, out of funds of this City availabe therefor, and also, the sum of $50.00 shall be paid to said Ray E. Fowler, representing the rent for said premises for the month of July, 1957, payment of which had been held in abeyance pending negotiations on the purchase of said real estate, and the City Clerk is authorized and directed to attend to carrying out the payment of said items, and the completion of the transaction and filing of such deed and instrument of easement if separate instrument of easement is used, for record in the office of the County Recorder of Madison County, Iowa, and also to file for record in the office of said County Recorder a certified copy of this resolution, and, if the City Attorney considers the same proper, to file in said County Recorder's Office, contract for such purchase.

On roll call the members of the City Council voted as follows:

Clarence Johnson	Yes	A. C. Brittain	Yes
Lowell L. Olson	Yes	Charles E. Tucker, Jr.	Yes

Approved by me this 19th day of August, 1957.

COMPARED

ATTEST:
O. D. Simmons City Clerk
of the City of Winterset, Iowa

A. E. Emerson Mayor
of the City of Winterset, Iowa

(CITY OF WINTERSET SEAL)

Myrtle Davis
To
The Public

#2971
Fee $1.00 V G.H.

Filed for record the 29 day of August A. D. 1957 at 1:45 o'clock P. M.
Mary E. Welty, Recorder

AFFIDAVIT

State of Iowa Clarke County ss

I, Myrtle Davis, being first duly sworn on oath say that I am the surviving spouse of Chas. A. Davis, who died intestate, August 29, 1953, who is mentioned in Quit Claim Deed, covering premises described as Lot 12, Block 1, Atkinson's Addition to the Town of Truro,

Madison County, Iowa, recorded in Book 35, page 450, records of Madison County, Iowa, and that said Chas. A. Davis is the same person as C. A. Davis, who redeemed said premises from Tax Sale, on Feb. 1, 1944.

Dated at Osceola, Iowa, this 27 day of August, 1957.

Myrtle Davis

Subscribed by the said Myrtle Davis before me the date last above written.

NOTARIAL SEAL

J. A. Wade Notary Public

Audrey Hilbery To The Public

#2998

Fee $1.20 G.H.

Filed for record the 3 day of September A. D. 1957 at 9:50 o'clock A. M.

Mary E. Welty, Recorder

AFFIDAVIT

STATE OF IOWA MADISON COUNTY: ss

I, Audrey Hilbery, of lawful age, being duly sworn on oath depose and say, that my sister, Ruth Hilbery, died intestate on the 15 day of October, 1938, leaving the following surviving heirs-at-law:

Mary Edith Hilbery,	Mother
H. C. Hilbery,	Father
Rodney Hilbery,	Brother
Audrey Hilbery,	Sister

That her estate has never been administered upon, and that all debts and claims, including expenses of last sickness and burial have been paid, and that the total value of her estate was less than $500 and therefore not liable for inheritance or estate taxes. That my mother, Mary Edith Hilbery, died intestate on the 9 day of March, 1944, and that her estate has never been administered upon, and that all debts and claims, including expenses of last sickness and burial have been paid, and that her only surviving heirs-at-law were as follows:

H. C. Hilbery,	Husband
Rodney Hilbery,	Son
Audrey Hilbery,	Daughter

That the total value of her estate was less than $500, and therefore not liable for inheritance or estate taxes.

That at the time of their death, Ruth Hilbery and Mary Edith Hilbery owned an undivided interest in the following described real estate in Madison County, Iowa, to-wit:

Lots 112, 113, 114, 115, and 116 in Block Nine (9), and Lots 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 108 in Block Eleven (11), of Mack's Addition to Macksburg, Madison County, Iowa; and a tract of land described as follows:- Commencing at the Northeast corner of said Lot 108, in Block 11, thence South 22 feet to the Southeast corner of said Lot 108, thence West 592 feet on the South line of said Block 11 to the Southwest corner of Lot 17, thence North 285 feet to the Northwest corner of Lot 116, in Block 9 of Mack's Addition to Macksburg, thence West 508 feet to a point 66 feet West of the West line of the Northeast Quarter (¼) of the Northeast Quarter (¼) of Section 16, in Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th P. M., thence South parallel with said West line to a point 100 feet North of the South line of the North Half (½) of the Northeast Quarter (¼) of said Section 16, thence East parallel with said South line to a point 482 feet West of the East line of said section, thence North 296 feet, thence East 175.5 feet, thence North 190.42 feet to a point 306 feet West and 741 feet South of the Northeast corner of Section Sixteen 16, in Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th P. M., Madison County, Iowa, thence East 10 feet, thence North 70 feet, thence West 10 feet to the place of beginning, excepting therefrom a tract commencing at the Northeast corner of said Lot108 in Block 11, thence West 66 feet, thence South 2.5 feet, thence East 76 feet, thence North 2.5 feet, thence West to place of beginning,

Dated at Winterset, Iowa, this 3 day of September, 1957.

Audrey Hilbery

Subscribed and sworn to before me by Audrey Hilbery this 3 day of September, 1957.

NOTARIAL SEAL

John L. Goen Notary Public in and for Madison County, Iowa.